KGATELOPELE MUNICIPALITY'S CREDIT CONTROL AND DEBT COLLECTION POLICY

SCHEDULE

TABLE OF CONTENTS

CHAPTER 1: DEFINITIONS AND APPLICATION

1. Definitions
2. Application of Policy

CHAPTER 2: SERVICE AGREEMENTS AND TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL SERVICES

3. Provision of municipal services to consumers
4. General terms and conditions for the provision of municipal services
5. Estimated consumption
6. New service agreements and deposits or security by existing consumers
7. Termination of service agreements

CHAPTER 3: ACCOUNT ADMINISTRATION

8. Accounts
9. Account information
10. Account Administration
11. Queries or complaints in respect of accounts
12. Arrear accounts
13. Action to secure payment
14. Power to terminate or restrict provision of municipal services
15. Reinstatement of municipal services
16. Interest
17. Collection charges
18. Full and final settlement of an amount
19. Agreements for the payment of arrears in installments
20. Dishonoured cheques

CHAPTER 4: INDIGENT PERSONS

21. Registration as indigent person

CHAPTER 5: MISCELLANEOUS

22. Council's right of access to premises
23. Preservation of rights consequent on non-compliance
24. Transmission of documentation
25. Prima facie evidence of documentation
26. Repeal
27. Conflicting laws
28. Short title

CHAPTER 1:
DEFINITIONS AND APPLICATION
Definitions

1. In these policy any word or expression to which a meaning has been assigned in the Act bears the same meaning, and unless the context otherwise indicates –
"account" means a notification by means of a statement of account to any person liable for payment of any amount to the Council in respect of any of the following :
(a) Electricity consumed based on a meter reading or an estimate of consumption;
(b) water consumed based on a meter reading or an estimate consumption ;
(c) refuse removal and disposal;
(d) rates;
(e) interest; and/or
(f) miscellaneous and sundry fees and collection charges;
"Act" means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000); **"arrears"** includes collection charges and interest in respect of the principal amount in arrears;
"authorised official" means any official or agent of the Council who has been authorised by it to administer, implement and enforce the provisions of these By-laws;
"by-law" means a by-law adopted and promulgated by the Council;
"collection charges" means charges which may be recovered by the Council in terms of section 75A of the Act, and includes –
(a) the cost of reminding consumers of arrears;
(b) the cost of the termination, restriction and reinstatement of municipal services;
(c) the costs of any notice rendered, sent or delivered in terms of this policy;
(d) the costs and administration fees contemplated in section 20 of this policy;
(e) all legal costs, including attorney and client costs, incurred in the recovery of arrears; and
(f) any commission and/or other expenses relating to the recovery of arrears payable by the Council to any person or firm.
"Council" means - (a) the Local Municipality of Kgatelopele established in terms of the Local Government: Municipal Structures Act, 1998, as amended, exercising its legislative and executive authority through its municipal council; or
(b) its successor in title; or
(c) a structure or person exercising a delegated power or carrying out an instruction, where any power in this policy has been delegated or sub-delegated, or an instruction given, as contemplated in section 59 of the Act; or
(d) a service provider fulfilling a responsibility under this policy, assigned to it in terms of section 81(2) of the Act, or any other law, as the case may be;
"consumer" means any occupier of premises to which the Council has agreed to provide or is actually providing any municipal service, or if there is no occupier, the owner of the premises concerned; **"fee"** means a fee prescribed for or in respect of any municipal service;
"Municipal Manager or Accounting Officer " means - (a) the person appointed by the Council as the Municipal Manager in terms of section 82 of the Local Government : Municipal Structures Act, 1998 (Act No. 117 of 1998), and includes any person acting in that position; or
(b) in relation to a service provider referred to in paragraph (d) of the definition of "Council", the chief executive officer of that service provider.
"municipal service" means any or all of the services specified in subparagraphs (i) to (iv), inclusive, of section 2(1)(b) of this by-law;
"occupier" means any person who occupies any premises or part thereof, without regard to the title under which he or she so occupies;
"owner" –
(a) in relation to a property referred to in paragraph (a) of the definition of "property", means a person in whose name ownership of the property is registered;
(b) in relation to a right referred to in paragraph (b) of the definition of "property", means a person in favour of whom the right is registered;
(c) in relation to a right referred to in paragraph (c) of the definition of "property", means a person in favour of whom the right is registered or to whom it was granted in terms of any law; and (d) in relation to

public service infrastructure referred to in paragraph (d) of the definition of "property", means the organ of state which owns or controls that public service infrastructure, and includes a person who the Council may for the purpose of these By-laws regard as the owner of a property in the following cases:
(i) A trustee, in the case of a property in a trust, but excluding state trust land in relation to rates contemplated in the Local Government: Municipal Property Rates Act, 2004 (Act No.6 of 2004);
(ii) an executor or administrator, in the case of a property in a deceased estate;
(iii) a trustee or liquidator, in the case of a property in an insolvent estate or the owner of which is in liquidation;
(iv) a judicial manager, in the case of a property in the estate of a person under judicial management; (v) a curator, in the case of a property in the estate of a person under curatorship;
(vi) a person in whose favour a usufruct or other personal servitude is registered, in the case of a property that is subject to a usufruct or other personal servitude;
(vii) a lessee, in the case of a property that is registered in the name of the Council and is let by it; or
(viii) a buyer, in the case of a property that was sold by the Council and of which possession was given to the buyer pending registration of ownership in the name of the buyer;
"**person**" either a natural or legal person;
"policy" means the Credit Control and Debt Collection Policy adopted by the Council;
"prescribed" means prescribed by the Council from time to time, by resolution;
"premises" means any piece of land, with or without any building or structure thereon, the external surface boundaries of which are delineated on –
(a) a general plan or diagram registered in terms of the Land Survey Act, 1927 (Act No. 9 of 1927), or in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937); or
(b) a sectional plan registered in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986), which is situated within the area of jurisdiction of the Council;
"property" means - (a) immovable property registered in the name of a person, including, in the case of a sectional title scheme, a sectional title unit registered in the name of a person;
(b) any right registered against immovable property in favour of a person, excluding a mortgage bond registered against the property;
(c) a land tenure right registered in favour of a person or granted to a person in terms of any law; or
(d) public service infrastructure;
"rates" means municipal rates on property levied in terms of the Local Government : Municipal Property Rates Act, 2004 (Act No. 6 of 2004), and
"working day" means a day, other than a Saturday, Sunday or public holiday.

Application of Policy

2. (1) This Policy only applies in respect of amounts of money due and payable to the Council for:-
(a) rates;
(b) fees and/or surcharges on fees in respect of the following municipal services:
(i) The provision of water and/or the availability of the provision thereof;
(ii) refuse removal and disposal;
(iii) The provision of sewerage and/or the availability of the provision thereof; and
(iv) The provision of electricity supply and/or the availability of the provision thereof;
(c) interest which has or will accrue in respect of any amount of money due and payable or which will become due and payable to the Council in regard to rates and municipal services; and
(d) collection charges;
(2) This Policy also apply to any municipal service provided through pre-paid meters, in so far as the Policy may be relevant.

CHAPTER 2
SERVICE AGREEMENTS AND TERMS AND CONDITIONS OF THE PROVISION OF MUNICIPAL SERVICES

Provision of municipal services to consumers

3. (1) No municipal service may be provided to any consumer, unless and until –
(a) application for the service has been made in writing on a form prescribed by Council or substantially similar to such the form;
(b) any information and documentation required by the Council have been furnished;
(c) a service agreement, in the form prescribed by Council, has been entered into between the consumer and the Council; and
(d) an amount equal to the amount prescribed, in cash or a bank cheque, has been deposited as security or other acceptable security, as prescribed, has been furnished.
(2) If a consumer for a municipal service is an existing consumer of the Council in respect of any other municipal service in respect of which any amount is in arrears –
(i) such arrears must be paid; or
(ii) an agreement for payment of the arrears in terms of section 19 must have been entered into and payment in terms thereof must not be in arrears, before an application for a new service in terms of this section may be considered.
(3) The Council may at any time require a consumer to increase a deposit paid or security furnished in terms of subsection (1)(d);
(4) No interest is payable by Council on any amount deposited in terms of subsection (1)(d) or (3).

General terms and conditions for governing the provision of municipal services

4. The general terms and conditions for the provision of any municipal service set out in a service agreement contemplated in section 3(1)(c) are deemed to be incorporated in this Policy and apply to the provision of such service to any consumer.

Estimated consumption

5. The Council may make an estimate of the consumption of water or electricity consumed by a consumer during any relevant period if –
(a) no meter reading could be obtained in respect of the period concerned; or
(b) no meter has been installed to measure the consumption on the premises concerned,
and the consumer concerned is liable for payment of the prescribed fee in respect of such estimated consumption.

New service agreements and deposits or security by existing consumers

6. (1) Any existing consumer, or the trustee, liquidator, judicial manager or curator of such consumer's estate, may be required by the Council, whenever it may deem it fit, to enter into a new service agreement to replace an existing agreement entered into with the consumer concerned, and to pay a deposit or furnish security contemplated in section 3, notwithstanding the fact that a service agreement was previously entered into in respect of the municipal service concerned and the provisions of section 3(3) apply in respect of such new agreement.
(2) The provisions of section 3(4) apply to a deposit referred to in subsection (1).

Termination of service agreements

7. (1) Subject to the provisions of sections 13 and 19 –
(a) the Council may, subject to compliance with the provisions of this Policy and any other applicable law, by giving notice in writing of his intension to do so of not less than 14 working days, to a consumer, terminate his or her agreement for the provision of the municipal service concerned, if the consumer –
(i) has failed to pay any prescribed fee or arrears due and payable in respect of the municipal service concerned;

(2) A consumer to whom notice has been given in terms of subsection (1)(a), may within the period of 14 working days referred to in that subsection, make written representations to the Council why the agreement concerned should not be terminated and if such representations are unsuccessful, either wholly or in part, the agreement concerned may be terminated.

CHAPTER 3
ACCOUNT ADMINISTRATION

Accounts

8. (1) Accounts must be rendered and administered in accordance with the Credit Control and Debt Collection Policy, other prescribed requirements and any other law.
(2) The Council may, in accordance with the provisions of section 102 of the Act –
(a) consolidate any separate accounts of a consumer liable for payments in terms of this Policy to the Council into one consolidated account;
(b) credit any payment by such consumer against any portion of the account of that consumer; and
(c) implement any of the debt collection and credit control measures provided for in this Policy in relation to any arrears on any of the accounts of a consumer.
(3) The amount due and payable by a consumer by virtue of a consolidated account constitutes a consolidated debt, and any payment made by a consumer of an amount less than the total amount due, will, subject to the provisions of section 19(1), be allocated in reduction of the consolidated debt in the order prescribed.
(4) (a) Any amount paid by a consumer in excess of an existing debt may be held in credit for the consumer in anticipation of future rates and fees for municipal services or for the purposes contemplated in section 14(b).
(b) No interest is payable on any amount contemplated in paragraph (a).
(c) If a deposit, unknown deposit or a credit has not been claimed within a period of 3(three) years from the date of payment or and after closing account with the municipality, the amount will be deemed un-claimable, the Council will write it off.

Account information

9. Accounts must contain at least the following information –
(a) the consumption or estimated consumption of water and electricity as determined for the measuring or consumption period;
(b) the measuring or consumption period for water and electricity;
(c) the amount due based on the measured or estimated consumption of services;
(d) the amount due and payable for any other municipal service;
(e) the amount in arrears, if any;
(f) the interest payable on any arrears, if any;
(g) collection charges insofar as they may be relevant;
(h) the final date for payment; and
(i) the methods, places and approved agents where payment may be made.

Account administration

10. The Council must, subject to the provisions of section 5, endeavour to ensure –
(a) accurate metering of consumption at fixed intervals with the minimum delay between service connection and first and subsequent rendering of accounts;
(b) accurate and up-to-date information in accounts;
(c) accurate monthly accounts with the application of the appropriate and correct prescribed fees, rates and other related amounts due and payable;

(d) the timely dispatch of accounts;
(e) adequate provision and the efficient operation of facilities for payment throughout the municipal area;
(f) the appointment of agents to accept payments on behalf of the Council; and
(g) appropriate hours of business in order to facilitate account payments.

Queries or complaints in respect of accounts

11. (1) A consumer may lodge a query or complaint in respect of the accuracy of any amount due and payable in terms of an account rendered to him or her in terms of this Policy.
(2) A query or complaint must be lodged with the Council before or on the due date for payment specified in the account concerned, or as soon as reasonably possible thereafter.
(3) If a query or complaint contemplated in subsection (1), is lodged –
(a) before the due date for payment specified in the account concerned, an amount at least equal to the average amount that was due and payable in respect of rates or the municipal service concerned, as specified in the accounts for the preceding three months which are not in dispute, must be paid by the consumer concerned before or on such due date; or
(b) after the due date for payment specified in the account concerned, such query or complaint must if the full amount in dispute has not been paid, be accompanied by at least the amount contemplated in paragraph (a); and
(c) before or after the due date for payment specified in the account concerned, the consumer concerned must pay the full amount of any account, insofar as it relates to rates or the municipal service concerned, rendered in respect of a subsequent period, before or on the due date for payment specified in such account, except insofar as that account may incorporate the amount in dispute.
(4) An authorised official must register the query or complaint and provide the consumer with a reference number.
(5) The Council must –
(a) investigate or cause the query or complaint to be investigated within 14 days, or as soon as possible after the query or complaint was received; and
(b) inform the consumer, in writing, of its decision as soon as possible after conclusion of the investigation, instructing that any amount found to be due and payable must, subject to the provisions of section 19, be paid within 21 days from the date on which the consumer is notified thereof.
(6) The Council must inform the consumer concerned in writing of the outcome of the appeal, instructing that any amount found to be due and payable, must be paid within seven days from the date on which the consumer is notified thereof.

Arrear accounts

12. (1) If a consumer fails to pay an amount due and payable for any municipal service or rates on or before the due date for payment specified in the account concerned, a final demand notice may be sent to the consumer.
(2) A final demand notice referred to in subsection (1), must contain the following :
(a) the amount in arrears and any interest payable, and a statement that payment must be made within 14 days of the date of the final demand notice;
(b) that the consumer may in terms of section 19, within the period contemplated in paragraph (a), conclude a written agreement with the Council for payment of the arrears in installments;
(c) that if no such agreement is entered into within the period stipulated in paragraph (b), the municipal service concerned may be terminated or restricted and that legal action may be instituted for the recovery of any amount in arrear without further notice;
(d) that the consumer's name may be made public, and may be listed with a credit bureau;
(e) that the account may be handed over to a debt collector or attorney for collection;
(f) that all service providers appearing on municipal data base should not be in arrears with their municipal service accounts
(g) that proof of registration as an indigent person in terms of section 21 and any other documentation required by the Council must be furnished to the Council on or before the date for payment contemplated in paragraph (a);

(h) that an indigent person referred to in paragraph (g) is only entitled to benefits relating to municipal services as stipulated in the Council's policy relating to the supply of municipal services to indigent persons; and
(i) that the consumer has an opportunity to make representations in writing on any matter referred to in a final demand notice within the period of 14 days contemplated in paragraph (a).

Action to secure payment

13. The Council may, in addition to the normal civil legal steps to secure payment of any arrears, take the following action to secure payment of such amount:
(a) The termination or restriction of the provision of any municipal service in terms of section 14; and
(b) the allocation of the whole or a portion of a payment of an account, or the whole or a portion of a pre-payment for future accounts as contemplated in section 8(4)(a), as payment for arrear municipal service fees or rates, in terms of section 19.
(c) The Council reserves the right to terminate/restrict any service including prepaid water and electricity in the event of any arrears
(d) The Council reserves the right to allocate a portion of payment done by the consumer in respect of purchasing electricity as a payment for any arrear municipal services
(e)Councilors and officials are not permitted to owe the municipality arrears older than 30 days on their municipal account and the Municipality reserves the right to deduct all outstanding amounts from their salary.
(f) Businesses and organs of state are not allowed to have accounts older than 60 days.
(g) Business will only be allowed to make arrangement on arrear account for a maximum of 6 months, on condition that the electricity is paid in full each month of the arrangement.
(h) All accounts more than 60 days on arrears, a 50% will be taken when buying electricity to reduce arrears on any other services continuously basis despite the arrangements being made. This is to reduce the risk of collection on a consumer account.
(i) A reconnection fee equal to the approved tariff must be charged before reconnection on conventional / prepaid meters.

Power to terminate or restrict provision of municipal services

14. (1) For the purposes of subsection (2), a final demand notice means a notice contemplated in sections 11(5)(b), 11(7), and 12(1).
(2) Subject to the provisions of subsection (4), the Council may terminate or restrict the provision of water or electricity, or both, whichever service is relevant, in terms of the termination and restriction procedures prescribed or contained in any law, to any premises if the consumer in respect of the municipal service concerned –
(a) fails to make full payment of arrears specified in a final demand notice sent to the consumer concerned, before or on the date for payment contemplated in sections 11(5)(b), 11(7), or 12(1), whichever is applicable, and no circumstances have arisen which require the Council to send a further final demand notice to that consumer in terms of any of those sections, and the consumer –
(i) fails to enter into an agreement in terms of section 19, in respect of the arrears concerned before termination or restriction of the service concerned; or
(ii) fails to submit written proof of registration as an indigent person in terms of section 21, before such termination or restriction;
(b) fails to pay any installment payable in terms of an agreement referred to in paragraph (a)(i) before or on the due date;
(c) fails to comply with any condition or provision in respect of the supply of electricity or water, as the case may be, imposed by the Council;
(d) obstructs the efficient provision of electricity or water to another consumer;
(e) provides electricity or water to a person who is not entitled thereto or permits such provision to continue;
(f) causes a situation relating to electricity or water which, in the opinion of the Council, is dangerous or constitutes a contravention of any applicable law, including the common law;

(g) in any way reinstates the provision of a previously terminated or restricted electricity or water service;
(h) is placed under provisional sequestration, provisional liquidation or judicial management, or commits an act of insolvency in terms of the Insolvency Act, 1936 (Act No. 24 of 1936) or is subject to an administration order granted in terms of section 74 of the Magistrates Court Act, 1944 (Act No. 32 of 1944), and there is a failure to enter into a new service agreement within 14 days of the Council requiring such service agreement in terms of section 6.
(3) The Council may send a termination notice or a restriction notice to a consumer informing him or her –
(a) that the provision of the municipal service concerned will be, or has been terminated or restricted on the date specified in such notice; and
(b) of the steps which can be taken to have the municipal service concerned reinstated.
(c)The municipality will continue barring pre-paid on consumers in case of non-payment of services.
(4) Any action taken in terms of subsections (2) and (3) is subject to compliance with: –
(a) sections 3 and 4 of the Water Services Act, 1997 (Act No. 108 of 1997), if the provision of water is involved;
(b) the relevant provisions of the Electricity Regulation Act, 2006 (Act No. 4 of 2006), if the provision of electricity is involved;
(c) the relevant provisions of the Health Act, 1977, (Act No. 63 of 1977), and any regulations made in terms of that Act; and
(d) the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000), in so far as it is applicable.

Reinstatement of municipal services

15. (1) The Council must reinstate full levels of provision of any electricity or water service terminated or restricted in terms of section 15 after –
(a) the full amount of arrears has been paid; or
(b) an agreement for payment of the arrears contemplated in paragraph (a) has been entered into in terms of section 19; or
(c) the full amount of arrears in respect of any agreement entered into in terms of section 19, and any increased deposit, have been paid, or any additional security required has been provided,
and any other condition of the Policy that the Council may consider appropriate, has been complied with.
(2) Any reinstatement in terms of subsection (1) may only be done after an authorised official has issued a written certificate of authorisation to the effect that every applicable condition contemplated in subsection (1) has been complied with and that the municipal service concerned may be reinstated.

Interest

16. All arrears in respect of accounts for rates and municipal services bear interest of bank prime rate plus 2 (two) percentage be levied on all arrears more than 60 days.

Collection charges

17. Collection charges, prescribed may where relevant, be levied against a consumer in respect of any action taken in terms of, or for the purposes of, this Policy.

Full and final settlement of an amount

18. (1) The Council may appropriate monies received in respect of any debt contemplated in this Policy at its sole discretion, unless the consumer otherwise instructs in writing.
(2) If any amount due and payable to the Council in terms of this Policy has not been paid in full, any lesser amount tendered to and accepted by any employee of the Council, does not constitute payment in full and final settlement of the outstanding amount, unless the lesser amount is accepted in full and final settlement in writing, under a power delegated or sub-delegated to such employee in terms of section 59 of the Act or by a service provider contemplated in paragraph (d) of the definition of "Council".

Agreements for the payment of arrears in installments

19. (1) A consumer with positive proof of identity or a person authorised, in writing, by such consumer, may, subject to the approval of the Council, enter into an agreement in the form prescribed, for the payment of any arrears in installments.
(2) The amount due and payable by a consumer in terms of an agreement contemplated in subsection (1), constitutes a consolidated debt and any payment made by a consumer of an amount less than the total amount due, must be allocated in reduction of the consolidated debt in the order prescribed, unless the consumer otherwise instructs in writing.
(3) A consumer may be required to arrange a debit order for the payment of arrears in respect of which an agreement, contemplated in subsection (1), has been entered into.
(4) Subject to the provisions of subsection (5), no agreement for the payment of arrears may allow for a period of payment of longer than 24 months.
(5) (a) The Council may allow a period of payment in excess of 24 months for the payment of arrears.
(b) Documentary proof of any special circumstances as contemplated in paragraph (a), must be furnished by a consumer on request by the Council.
(6) The Council must, in exercising its discretion in terms of subsection (5), have regard to a consumer's –
(a) credit record;
(b) electricity and water consumption;
(c) ability to afford the proposed installments, taking into account the consumer's financial situation including any other conditions that may be set by council from time to time in terms of the provisions of Section 75(A) of the Local Government Municipal Systems Act 32 of 2000; and the following arrangement should be followed,

(8) If a consumer fails to comply with an agreement contemplated in subsection (1), the total arrears, and payment of a higher deposit if required by the Council, will immediately become due and payable, and additional security, if so required, must be provided, without further notice.
(9) If a consumer fails to comply with an agreement contemplated in subsection (1), entered into after receipt of a termination or restriction notice for water or electricity services, or both, as the case may be, the municipal service concerned may be terminated or restricted without further notice, in addition to any other action taken, or which may be taken, against the consumer concerned.
(10) No consumer is permitted to enter into an agreement contemplated in subsection (1), if that consumer has failed to honour a previous agreement for the payment of arrears in installments, unless the Council otherwise decides.
(11) Once an agreement contemplated in subsection (1), has been concluded, the amount in arrears will continue to bear interest until such time it is paid up to date.

Dishonoured cheques

20. If any payment is made to the Council by way of a negotiable instrument, and such negotiable instrument is dishonoured, the Council may levy costs and administration fees against the account of the defaulting consumer at a prescribed rate.

CHAPTER 4
INDIGENT PERSONS

Payment arrangements for indigent applications

21. A indigent consumer in arears for municipal services, may make an arrangement for monthly payment of R200.00 per month on the outstanding amount, including the 50% division of the pre-paid electricity with each purchase.

CHAPTER 5
MISCELLANEOUS

Council's right of access to premises

Preservation of rights consequent on non-compliance

23. The failure by the Council to render an account in terms of section 8(1), to send a final demand notice contemplated in section 15(1) or to comply with any other provision of this Policy does not in any way affect the liability of any person to pay any amount due and payable to the Council as contemplated in this policy and Credit Control By-laws, nor the Council's right to recover such amount.

Transmission of documentation

24. Subject to the provisions of any law, if in terms of or for the purposes of this Policy any written communication must or may be rendered, sent or delivered –
(a) by the Council to any person, such communication must be –
(i) delivered by hand to any of the Municipality's Administrative Offices –
(aa) to that person's domicilium citandi et executandi, as stipulated in an agreement entered into in terms of section 3(1)(c) or 6(1) or 19(1); or
(bb) in the absence of such agreement, to that person's most recently recorded address; or
(cc) to the premises concerned in respect of which rates are levied or any municipal service is provided, whichever is relevant; or
(ii) sent by post to the address referred to in subparagraph (i)(aa) or (bb), whichever is applicable, or to the address of the premises contemplated in subparagraph (i)(cc).
(b) by any person to the Council, such communication must be –
(i) delivered by hand to to any of the Municipality's Administrative Offices –
(aa) the Council's domicilium citandi et executandi stipulated in the agreement contemplated in paragraph (a)(i)(aa); or
(bb) another address, if the Council has in writing furnished such an address to the person concerned; or
(ii) sent by post to the address referred to in subparagraph (i)(aa) or, in the circumstances contemplated in subparagraph (i)(bb), to the address contemplated in that subparagraph.

Prima facie evidence of documentation

25. For the purposes of the recovery of any amount due and payable to the Council in terms of this Policy –
(a) a copy of any relevant account ; and
(b) an extract from the Council's records relating to the quantity of consumption or provision of any municipal service and the period of provision of such service, certified by an authorised official as being correct, constitute prima facie evidence of the information contained in such documents.

Repeal and amendments

26. Any by-laws relating to credit control and debt collection adopted by the Council or any municipality now comprising an administrative unit of the Council is repealed from the date of promulgation of these by-laws

Conflicting laws

27. If there is any conflict between a provision in this Policy and a provision of any other by-law of the Council, the provisions of Credit Control and Debt Collection By-laws prevail.